

<b>SOLICITATION, OFFER, AND AWARD</b>				1. Caption: 6 Wheel Dump Truck, Snow Ready		Page of Pages 1      48	
2. Contract Number		3. Solicitation Number  DCKT-2007-B-0047		4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued  3/1/2007	
				6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside			
7. Issued By: Office of Contracting and Procurement Transportation & Specialty Equipment Commodity Group 2000 14th Street, NW, 6th Floor Washington, DC 20009				8. Address Offer to: Office of Contracting and Procurement Bid Room (Reeves Center) 2000 14th Street, NW, 3rd Floor Washington, DC 20009			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
<b>SOLICITATION</b>							
9. Sealed offers in original and      2      copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the							
bid counter located at      2000 14th Street, NW, 3rd Floor, Bid Room, Washington, DC      until      2:00p.m.      local time      5-Apr-07 <div style="text-align: right;">(Hour)      (Date)</div>							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact		A. Name Lucille Vest		B. Telephone (Area Code)      (Number)      (Ext) 202      671-2328		C. E-mail Address  <a href="mailto:lucille2.vest@dc.gov">lucille2.vest@dc.gov</a>	
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<b>OFFER</b>							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within      120      calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		10 Calendar days %	20 Calendar days %	30 Calendar days %	____ Calendar days %		
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number	Date	Amendment Number	Date	
15A. Name and Address of Offeror			16. Name and Title of Person Authorized to Sign Offer/Contract				
15B. Telephone (Area Code)      (Number)      (Ext)			15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>		17. Signature		18. Offer Date
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>							
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation		
22. Name of Contracting Officer (Type or Print) James Roberts			23. Signature of Contracting Officer (District of Columbia)			24. Award Date	



**SECTION B - SUPPLIES OR SERVICE AND PRICE**

**SCHEDULE**  
**INDIVIDUAL AWARD ITEMS**

**B.1** The Government of the District of Columbia, Office of Contracting and Procurement, Transportation and Specialty Equipment Commodity Group (The District) is seeking a contractor to provide dump trucks for the Department of Public Works, Fleet Services Division.

**B.2** The District contemplates award of a fixed price contract with economic price adjustment.

**B.3 REQUIREMENTS**

The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, G.10). The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

Unit

Total

**B.4 PRICE SCHEDULE**

<b>Contract Line Item Number (CLIN)</b>	<b><u>Supplies or Services</u></b>	<b><u>Qty.</u></b>	<b>Unit Price</b>	<b>Total Price</b>
0001	6-Wheel dump truck, snow read  <b>Make and model offered</b> _____	4	\$ _____	\$ _____

**B.5 FUTURE ESITMATES**

It is estimated that the district will purchase:

1<sup>st</sup> option year 4 units

2<sup>nd</sup> option year 2 units

3<sup>rd</sup> option year 2 units

4<sup>th</sup> option year 10 units

**Descriptive Literature Required, L.17, page 40.**

**SECTION C**

**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**C.1 SCOPE:**

The Government of the District of Columbia, Office of Contracting and Procurement, Transportation and Specialty Equipment Commodity Group (The District) is seeking a contractor to provide the aforementioned vehicles in accordance with the specifications enumerated herein.

The vehicles, components, assemblies and accessories to be delivered under this contract shall meet and/or exceed the requirements of these specifications. All chassis items shall be as represented in the chassis manufacturer's technical data book. Special bodies or mounted equipment shall be as represented in the body and equipment manufacturer's technical data. The chassis model furnished shall not be older than the chassis manufacturer's current model on the date of issuance of this solicitation. The vehicles shall comply with all applicable Federal Motor Vehicles Safety Standards (FMVSS) and (ADA) requirements. FMVSS and ADA websites are: [www.nhtsa.dot.gov/cars/rules/imports/fmvaa](http://www.nhtsa.dot.gov/cars/rules/imports/fmvaa) ([www.usdoj.gov/ada/adahom.htm](http://www.usdoj.gov/ada/adahom.htm)) respectively.

The contractor shall respond to each statement, where applicable, with a "yes or "no" answer as to whether the product will be supplied exactly as specified. If "no" is answered, the bidder shall explain precisely the equivalent intended to be supplied, reference the item number and attach the explanation to the bid. If "yes" or "no" are not provided then the specifications are the stated minimum or maximum necessary to perform the work

**C.1.1 CONTRACT LINE ITEM (CLIN) 0001**

**6 WHEEL, 4X2, DUMP TRUCK, SNOW READY**

**C.1.2 SAFETY EQUIPMNET**

- |       |   |                 |
|-------|---|-----------------|
| 1.2.1 | First Aid Kit: Mounted inside of cab<br>(State model offered) _____ | <b>REQUIRED</b> |
| 1.2.2 | Fire extinguisher: 5 pound ABC dry chemical type, mounted in cab.   | <b>REQUIRED</b> |
| 1.2.3 | Triangle kit  | <b>REQUIRED</b> |
| 1.2.4 | Back-up alarm: Horn or buzzer type                                  | <b>REQUIRED</b> |

1.2.5 Air Horn **REQUIRED**

1.2.6 Trailer lighting **REQUIRED**

**C.1.3 VEHICLE**

1.3.1 Conventional cab, 3 man (No Doghouse)  
(State make and model offered)\_\_\_\_\_ **REQUIRED**

1.3.2 All glass tinted **REQUIRED**

1.3.3 Dual exterior grab handles **REQUIRED**

1.3.4 Bumper to back of cab: Maximum 112 inches  
(State inches offered)\_\_\_\_\_ **REQUIRED**

1.3.5 Wheelbase: Shall be compatible with body  
(State wheelbase offered)\_\_\_\_\_

1.3.6 Cab to axle: Shall be compatible with body  
( State CA offered)\_\_\_\_\_

1.3.7 Mirrors: Dual west coast 16”X7” **REQUIRED**

1.3.8 Spot mirrors: Dual 8” convex mounted below west  
coast mirrors **REQUIRED**

1.3.9 Wipers: Minimum 2 speed electric w/washer **REQUIRED**

**C.1.4 GROSS VEHICLE WEIGHT RATING (GVWR)**

1.4.1 MINIMUM: 36,000 pounds  
(State GVWR offered)\_\_\_\_\_ **REQUIRED**

**C.1.5 CHASSIS**

1.5.1 Frame type: C Channel 110,000 PSI steel **REQUIRED**

1.5.2 Resisting Bending Moment: 2,230,000 inch lbs.  
(State RBM offered) \_\_\_\_\_ **REQUIRED**

1.5.3	Front frame extension: Minimum 12” (State frame extension offered)_____	REQUIRED
1.5.4	Front bumper: Heavy duty	REQUIRED
<b>C.1.6</b>	<b>SUSPENSION/AXLES</b>	
1.6.1	Front axle: Minimum 14,000 lbs with oil lube front seals (State pound offered)_____	REQUIRED
1.6.2	Front springs type: Multi-leaf, minimum 14,000 (State multi-leaf offered)_____	REQUIRED
1.6.3	Rear axles: 23,000 lbs minimum (State pound offered)_____	REQUIRED
1.6.4	Rear suspension type: Multi-leaf minimum 23,000 (State multi-leaf offered)_____	REQUIRED
1.6.5	Auxiliary rear suspension: Single leaf	REQUIRED
<b>C.1.7</b>	<b>WHEELS</b>	
1.7.1	Front: 8.00 X 22.5 Hub piloted steel disc	REQUIRED
1.7.2	Rear: 8.00 X 22.5 Hub piloted steel disc	REQUIRED
1.7.3	Spare: 8.00 X 22.5 Hub piloted steel disc	REQUIRED
<b>C.1.8</b>	<b>TIRES</b>	
1.8.1	Front: 315/80R22.5J, Highway tread	REQUIRED
1.8.2	Rear: 12R22.5H, Mud + snow tread	REQUIRED
1.8.3	Spare: 311/80R22.5J, Highway tread	REQUIRED
1.8.4	Onspot automatic tire chain system	REQUIRED
<b>C.1.9</b>	<b>STEERING</b>	
1.9.1	Power steering	REQUIRED

**C.1.10 BRAKES**

- |        |   |                 |
|--------|---|-----------------|
| 1.10.1 | ABS, Dual air   | <b>REQUIRED</b> |
| 1.10.2 | Parking brake type: Anchorlock 30/30  | <b>REQUIRED</b> |
| 1.10.3 | Compressor minimum 13.2 cubic feet a minute<br>(State compressor minimum offered) _____ | <b>REQUIRED</b> |
| 1.10.4 | Air dryer: (alcohol evaporator not acceptable)<br>(State make and model offered) _____  | <b>REQUIRED</b> |

**C.1.11 ENGINE**

- |        |  |                 |
|--------|--|-----------------|
| 1.11.1 | Type: Water cooled, diesel<br>(State model offered) _____  | <b>REQUIRED</b> |
| 1.11.2 | Configuration: In – Line 6 cylinder<br>(State configuration offered) _____   | <b>REQUIRED</b> |
| 1.11.3 | Horse power: Minimum, 250 HP @ rated RPM<br>(State horse power offered) _____  | <b>REQUIRED</b> |
| 1.11.4 | Torque: Minimum: 660 foot pounds @ rated RPM<br>(State torque offered) _____   | <b>REQUIRED</b> |
| 1.11.5 | Automatic engine shut down system: Protection to<br>Include: Low oil pressure, low coolant level, high engine<br>temperature<br>(State system offered) _____ | <b>REQUIRED</b> |
| 1.11.6 | Ether start w/automatic control  | <b>REQUIRED</b> |
| 1.11.7 | Fuel water separator: Heated   | <b>REQUIRED</b> |

**C.1.12 TRANSMISSION**

- |        |  |                 |
|--------|--|-----------------|
| 1.12.1 | Type: 6 speed automatic, Allison MT-643 or Equal<br>(State make and model offered) _____ | <b>REQUIRED</b> |
| 1.12.2 | Transmission cooler  | <b>REQUIRED</b> |

**C.1.13 POWER TAKE OFF (PTO)**

1.13.1 Transmission direct mounted (PTO shafts not acceptable) **REQUIRED**

1.13.2 Hot shift with REV limiter (Lit when on) **REQUIRED**

**C.1.14 REAR END**

1.14.1 Limited slip, top gear minimum 55 MPH  
(State MPH offered)\_\_\_\_\_ **REQUIRED**

1.14.2 Axle ratio: 1 speed **REQUIRED**

**C.1.15 ELECTRICAL**

1.15.1 12 Volt negative ground **REQUIRED**

1.15.2 Battery (s): Minimum 2,250 CCA  
(State CCA offered)\_\_\_\_\_ **REQUIRED**

1.15.3 Alternator: Minimum 130 amps  
(State amps offered)\_\_\_\_\_ **REQUIRED**

**C.1.16 FUEL SYSTEM**

1.16.1 Fuel tank: Minimum 60 U.S. gallons  
(State capacity offered) \_\_\_\_\_ **REQUIRED**

1.16.2 Fuel tank type/location: Step/left side **REQUIRED**

1.16.3 E.J.Ward candometer Automated Fuel System (V.I.T.)  
Contact: Lee Christiansen @ (210)824-7383 **REQUIRED**

**C.1.17 EXHAUST SYSTEM**

1.17.1 Vertical, with 45 degree turn out **REQUIRED**

**C.1.18 EXTERIOR**

1.18.1 Color: Cab, Bright white **REQUIRED**



1.18.2	Color: Body, Dupont tangier orange	<b>REQUIRED</b>
1.18.3	Mudguards: Rear of front tires Front of rear tires Rear of rear tires	<b>REQUIRED</b>
<b>C.1.19</b>	<b>INTERIOR</b>	
1.19.1	Color: Gray	<b>REQUIRED</b>
<b>C.1.20</b>	<b>SEATING</b>	
1.20.1	Driver' s seat: Vinyl bucket type, with air suspension	<b>REQUIRED</b>
1.20.2	Passenger seat: 2 man forward facing vinyl bench type	<b>REQUIRED</b>
<b>C.1.21</b>	<b>FLOOR COVERING</b>	
1.21.1	Rubber	<b>REQUIRED</b>
<b>C.1.22</b>	<b>INSULATION</b>	
1.22.1	Manufacturer's sound package not to exceed 84 dbs prior to body installation	<b>REQUIRED</b>
<b>C.1.23</b>	<b>HEAT/DEFROST/AIR CONDITIONING</b>	
1.23.1	Multi speed	<b>REQUIRED</b>
1.23.2	Manual CFC free	<b>REQUIRED</b>
<b>C.1.24</b>	<b>INSTRUMENTATION</b>	
1.24.1	Tachometer	<b>REQUIRED</b>
1.24.2	Hour meter	<b>REQUIRED</b>
1.24.3	Transmission temperature gauge	<b>REQUIRED</b>
<b>C.1.25</b>	<b>RADIO</b>	
1.25.1	AM/FM	<b>REQUIRED</b>

**C.1.26 DUMP BODY**

- |        |   |                 |
|--------|---|-----------------|
| 1.26.1 | 2000 dump construction and body: Must comply with<br>with current Federal Standards<br>(State model offered)_____ | <b>REQUIRED</b> |
| 1.26.2 | Spreader chains to be supplied and covered<br>with protective material  | <b>REQUIRED</b> |
| 1.26.3 | Steel splashguards  | <b>REQUIRED</b> |
| 1.26.4 | Rear rubber flaps   | <b>REQUIRED</b> |
| 1.26.5 | All body marker lights recessed   | <b>REQUIRED</b> |
| 1.26.6 | Tailgate post lights shall include the<br>following functions: stop, tail, and turn signal                        | <b>REQUIRED</b> |
| 1.26.7 | Strobe lights: Amber in top half of<br>tailgate post and left and right edge of<br>cab protector                  | <b>REQUIRED</b> |

**C.1.27 HOIST**

- |        |  |                 |
|--------|--|-----------------|
| 1.27.1 | Class 50 - 16 ton gross capacity                                   | <b>REQUIRED</b> |
| 1.27.2 | Cylinder: Minimum: 8 in. diameter<br>(State diameter offered)_____ | <b>REQUIRED</b> |
| 1.27.3 | Double acting - Power up and down                                  | <b>REQUIRED</b> |
| 1.27.4 | Piston Rod: Minimum 2-3/4 in.<br>(State inch offered)_____         | <b>REQUIRED</b> |
| 1.27.5 | Full width rear hinge assembly                                     | <b>REQUIRED</b> |

**C.28 HYDRAULICS**

- |        |  |                 |
|--------|--|-----------------|
| 1.28.1 | The hydraulic system shall consist of a Borg Warner,<br>front mounted, 150 G.P.M. pump for continuous operation.<br>The drive line shall include two (2) universal joints with tubular<br>splined shaft. | <b>REQUIRED</b> |
|--------|--|-----------------|

- |        |   |                 |
|--------|---|-----------------|
| 1.28.2 | Cab mounted control to declutch hydraulic pump at front of truck.   | <b>REQUIRED</b> |
| 1.28.3 | Crankshaft dampener pulley.   | <b>REQUIRED</b> |
| 1.28.4 | Hydraulic pump shall have pressure balance wear plates. The pump shall be sized to produce not less than 150 gpm to operate the sprayer, and snow plow at a nominal engine operating speed of 2,000 RPM, and shall be capable at 2,800 RPM and 2,500 PSI, max.  |                 |
| 1.28.5 | Return filter shall have a ten micron, replaceable element with an indicator gauge.   |                 |
| 1.28.6 | Reservoir : minimum of thirty (30) gallon oil capacity and be equipped with a filtered breather cap. Reservoir shall be mounted outside of frame rail containing baffles to prevent cavitations of pump and help cool oil. The reservoir shall be banded and removable for replacement and repairs. Complete system to be filled with 10-w-40 motor oil. The reservoir shall have a fluid level indicator located one-third of the way down the tank on the outside face. |                 |

### C.1.29 UNIVERSAL PLOW HITCH/SNOWPLOW

- |        |  |                 |
|--------|--|-----------------|
| 1.29.1 | Universal front hitch suitable for mounting a power angling snow plow. A 3 in. x 10 in. double acting cylinder shall be supplied with each vehicle. Must be heavy duty series. | <b>REQUIRED</b> |
| 1.29.2 | Snow plow: heavy duty municipal series   | <b>REQUIRED</b> |

### C.1.30 ACCESSORIES REQUIRED

Electric back-up alarm wired in reverse 20 ton pintle hook supplied and installed at rear of vehicle mounted in 1/2" plate metal and reinforced. Two (2) rear tow hooks mounted and reinforced in rear plate six (6) prong electrical connector installed and wired at rear. Shall have electric trailer brake. Electrical quick disconnect/ wired for v-box light package left rear.

- |   |                 |
|---|-----------------|
| - Trailer package   | <b>REQUIRED</b> |
| - The stainless steel v-box insert spreader with pre-wet system, shall be installed when delivered. | <b>REQUIRED</b> |

**C.1.31 TARP COVER**

**REQUIRED**

Load cover system shall be hydraulically operated.

Load cover system shall have dual side side mount arms and a crossbar constructed of 1.250" schedule 40 pipe.

Side arm-to crossbar connectors shall be constructed from 1.0" schedule 80 pipes and attached to the crossbar by cotter pins.

Side arm-to crossbar connectors shall be mandrel bent to form arches that provide maximum clearance and fit for loading material into body.

The arms shall be actuated by single or dual hydraulic cylinders mounted in such a manner that loading operations shall not damage the cylinders. The arms shall be powered by the hydraulic system on the truck. The load cover hydraulic components shall be plumbed as an integral hydraulic system that shall function simultaneously with the truck body hydraulic functions or as a stand alone hydraulic system that shall allow independent operation of the load cover system as well as the truck body functions. The load cover system as well as the truck body shall use the same hydraulic components including the power take off, pump and valves. The use of an electric pump that creates a separate hydraulic system shall not be acceptable.

The installed load cover system shall not extend 3.0" beyond either side of the truck body.

All of the load covers system pivoting components shall be less than 1.0" diameter axis and the journals or bushings for the axis shall be no less than 1.5" in length and shall be provided with grease fittings for lubrication. This excludes rotating components equipped with permanently lubricated roller bearings.

The drum assembly or mechanism used to roll tarp for storage when body is uncovered or dispense tarp when body is covered, shall be no less than 4.0" diameter and have an enclosed spring (within the drum assembly) to provide constant tension on the tarp cover.

The bearings for the drum assembly axis are to be sealed and permanently lubricated roller bearings.

All components are to be repairable or replaceable using common mechanics tools that are commonly used at maintenance shops or for motor pools.

The load cover tarp fabric shall be of nylon coated neoprene and is to be 84.0" in finished width. All edges shall be doubled no less than 2.0" and double stitched along the entire perimeter of the tarp fabric. The entire front edge of the tarp fabric shall

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have four (4 ) #2 spur eyelets equally spaced for attaching to drum assembly. Each longitudinal side shall have three (3 ) spur eyelets spaced 24.0" on center for entire length. The rear end of the tarp fabric shall have a 4.0" pocket for installation of crossbar. The cover shall be long enough to completely cover the truck body with 2 rounds of cover (2 drum assembly revolutions) remaining on drum assembly or 3.0' longer than length of body.

**SECTION D**

**PACKAGING AND MARKING**

The packaging and marking requirements for the resultant contract will be governed by the Shipping Instructions Clause in Section 2 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November 2004.

**SECTION E**

**INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for the resultant contract will be governed by the Inspection of Supplies Clause in Section 5 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts dated November 2004.

**SECTION F**

**DELIVERIES OR PERFORMANCE**

**F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of one year from date of award as indicated on page one (1) of the contract.

**F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

The District may extend the term of this contract for a period of up to four (4) one year option periods at the same price terms and condition, or successive fraction thereof by written notice to the contractor before the expiration of the contract; provided that the District will give the contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contractor expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the contracting officer prior to expiration of the contract.

F.2.1 If the District exercises the option, the extended contract shall be considered to include this option provision.

F.2.2 The price for the option shall be as adjusted in accordance with section L.2.

F.2.3 The total duration of this contract, including the exercise of any options under this clause shall not exceed five (5) years.



**F.3 DELIVERABLES**

<b>CLIN (S)</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>
0001	Dump Truck, 6 wheeled	4	F.O.B destination	120 days after award
<b>ITEM (s)</b>				
	Manufacturer' s statement of origin	1 copy each	F.O.B destination	120 days after award
	Operators manual	1 copy each	F.O.B destination	120 days after award
	Shop manual	1 copy each	F.O.B destination	120 days after award
	Mounted equipment shop manual	1 copy each	F.O.B destination	120 days after award
	Electrical and vacuum technical manual	1 copy each	F.O.B destination	120 days after award
	Parts book with illustrated parts breakdown	1 copy each	F.O.B destination	120 days after award
	Mounted equipment parts book with (IPB)	1 copy each	F.O.B destination	120 days after award
	Critical parts that are needed for initial preventative maintenance program	1 list each	F.O.B destination	120 days after award
	Bidder must submit a factory scan	1each	F.O.B destination	120 days after award
	CD Rom (To include the shop manual, electrical and vacuum technical manual and parts book with (IPB))	1 copy each	F.O.B destination	14 days after award
	Keys	4 sets of keys	F.O.B destination	14 days after award

F.3.1 The contractor shall submit to the District, as a deliverable, the report described in section H.3.5 of this contract that is required by the 51% District Residents New hires Requirement and First source Agreement. If the contractor does not submit the report as part of the deliverables, final payment tot the contractor may not be paid.

**F.4 QUANTITY INCREASE/DECREASE:**

The District reserves the right to increase or decrease the unit quantity specified under Section B by up to fifty percent (50%) within 60 days of award at the unit price bid.

**F.5 UNIT PRICE AND F.O.B DELIVERY POINTS:**

Unit prices offered herein shall include delivery, all charge prepaid and exclusive of all taxes (see paragraph 12, Standard Contract Provision), to the following delivery point:

Department of Public Works  
Fleet Services Division  
1725 15<sup>th</sup> Street, N.E.  
Washington, D.C. 20002  
Receiving hours: 7:00 am – 3:00 PM

Monday through Friday, Except Holidays  
Contractor shall telephone 48 hours in advance of  
delivery date  
Contact: Lloyd Carter  
Telephone No.: (202) 576-7858

**SECTION G**

**CONTRACT ADMINISTRATION DATA**

**G.1 INVOICE PAYMENT**

**G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

**G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**G.2 INVOICE SUBMITTAL**

**G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO are:

Office of the Chief Financial Officer  
Customer Care Division  
2000 14<sup>th</sup> Street, N.W., 6<sup>th</sup> Floor  
Washington, D.C. 20009  
Phone: (202) 671-2300

**G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

**G.2.2.1** Contractor's name, Federal tax ID and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);

**G.2.2.2** Contract number and invoice number;

**G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed.

**G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;

**G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

**G.2.2.6** Name, title, phone number of person preparing the invoice;

**G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

**G.2.2.8** Authorized signature.

### **G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

G.3.1 For contracts subject to the 51% District residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.3.5.

G.3.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District residents New Hires Requirements and First Source employment Agreement requirements.

### **G.4 PAYMENT**

#### **1) PAYMENT ON PARTIAL DELIVERIES OF GOODS**

Unless otherwise specified in this contract, payment will be made on partial Deliveries of goods accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

### **G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

**G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been

made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated \_\_\_\_\_,  
make payment of this invoice to \_\_\_\_\_  
(name and address of assignee).

## **G.6 THE QUICK PAYMENT CLAUSE**

### **G.6.1 Interest Penalties to Contractors**

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

### **G.6.2 Payments to Subcontractors**

**G.6.2.1** The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the district that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

**G.6.2.2** The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

**G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

## **G.7 CONTRACTING OFFICER (CO)**

Contracts may be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

**James Roberts  
Office of Contracting and Procurement  
Transportation and Specialty Equipment Commodity Group  
2000 14<sup>th</sup> Street, N.W., 6<sup>th</sup> Floor  
Washington, D.C. 20009  
(202) 671-2200**

## **G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

**G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

**G.8.3** In the event the Contractor effects any change at the instruction or request of any

person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

**G.9.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Lloyd Carter  
Vehicle Acquisition and disposal Officer  
Department of Public Works  
Fleet Services Division  
1725 15<sup>th</sup> Street, N.E.  
Washington, D.C. 20002  
(202) 576-7858

**G.9.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

**G.9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**G.10 ORDERING CLAUSE**

- a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued during the term of this contract.
- b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.
- c) If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

## **SECTION H**

### **SPECIAL CONTRACT REQUIREMENTS**

#### **H.1 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

#### **H.2 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the reliability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

#### **H.3 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

H.3.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. (“First Source Act”).

H.3.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement in which the Contractor shall agree that  
(1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and



- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.3.3 The Contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - (a) Name;
  - (b) Social Security number;
  - (c) Job title;
  - (d) Hire date;
  - (e) Residence; and
  - (f) Referral source for all new hires.

H.3.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.3.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.3.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.3.4 and include the following documentation:
  - (c) Material supporting a good faith effort to comply;
  - (d) Referrals provided by DOES and other referral sources;
  - (e) Advertisement of job openings listed with DOES and other referral sources; and
  - (f) Any documentation supporting the waiver request pursuant to section H.3.6.

H.3.6 The Contracting Officer may waive the provisions of section H.3.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.3.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.3.5 and H.3.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.3.4 or whether a waiver of compliance pursuant to section H.3.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.3.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.3.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.3.8.

H.3.9 The provisions of sections H.3.4 through H.3.8 do not apply to nonprofit organizations.

#### **H.4 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

H.4.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.4.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.4.1.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified applicants, trainees, and other workers in the implementation of employment goals contained in this clause.

#### **H.5 PROTECTION OF PROPERTY:**

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

#### **H.6 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. 12101 et seq.

#### **H.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. 794 (1983) et seq.

#### **H.8 CONFLICT OF INTEREST**

**H.8.1** No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code 2-310.01 and Chapter 18 of the DC Personnel Regulations).

**H.8.2** The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

**H.9 WARRANTY:**

The contractor warrants that the equipment furnished by the contractor shall be free from all defects whatsoever and agrees that for a period of one (1) year from date of acceptance by the District of Columbia, any repair, replacement, or adjustments made necessary because of such defects will be made promptly by the contractor without cost to and to the satisfaction of the District of Columbia. This warrant shall not operate to defect the purpose of page 2, paragraph 6 Standard Contract Provisions, nor shall it act to void longer guarantees by the manufacturer of the equipment or its components.

**SECTION I:**  
**CONTRACT CLAUSES**

**I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated November 2004 (“SCP”) are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

**I.2 CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this contract beyond the current fiscal year is contingent upon future Fiscal appropriations.

**I.3 CONFIDENTIALITY OF INFORMATION**

All information obtained by the Contractor relating to any employee or customer of The District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

**I.4 TIME**

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, Unless otherwise stated herein.

**I.5 OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

**I.6 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor’s work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract

approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.7 ORDER OF PRECEDENCE**

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

## **I.8 ECONOMIC PRICE ADJUSTMENT**

I.8.1 The Contractor warrants that the unit prices for vehicles identified as CLINS in Schedule B.4 are not in excess of the Contractor's applicable established prices in effect on the date of award for like quantities of the same items. The term "unit price" excludes any part of the price directly resulting from requirements for preservation, reparation, packaging, or packing beyond standard commercial practice. The term "established price" means a price that—

- (a) Is an established catalog or market price for a commercial item sold in substantial quantities to the general public; and
- (b) Is the net price after applying any standard trade discounts offered by the Contractor.

I.8.2 The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.

I.8.3 If any of the Contractor's applicable established prices are increased after the first twelve months of the contract, the corresponding contract unit price(s) shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that each established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

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- (a) The aggregate of the increases in any contract unit price under this clause shall not exceed ten percent (10 %) of the original contract unit price.
  - (b) Any increased contract unit price shall be effective —
    - (i) On the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter; or
    - (ii) If the written request is received later, on the date the Contracting Officer receives the request.
  - (c) The increased contract unit price shall not apply to quantities scheduled for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.
  - (d) No modification increasing a contract unit price shall be executed under this paragraph I.8.3 until the Contracting Officer verifies the increase in the applicable established price.
  - (e) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.
- I.8.4 During the time allowed for the cancellation provided for in paragraph I.8.3(e) of this clause, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the District shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph I.8.3 of this clause.
- I.8.5 The following formula is to be used for adjustments:
- X minus Y equals Z  
Z plus Y equals R

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Where:

X = Contractor' s new price

Y = Contractor' s initial price

Z = Increase/Decrease in price

R = Adjusted unit Price



**SECTION J**

**LIST OF ATTACHMENTS**

**J.1 INCORPORATED ATTACHMENTS** (The following forms, located at [www.ocp.dc.gov](http://www.ocp.dc.gov) shall be completed and incorporated with the bid.)

J.1.1 E.E.O. Information and Mayor Orders 85-85

J.1.2 Tax Certification Affidavit – OTR and DOES

J.1.3 First Source Employment Agreement

**SECTION K**

**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BEDDERS**

**K.1 TYPE OF BUSINESS ORGANIZATION**

**K.1.1** The bidder, by checking the applicable box, represents that

(a) It operates as:

- ☐ a corporation incorporated under the laws of the State of: \_\_\_\_\_
- ☐ an individual,
- ☐ a partnership,
- ☐ a nonprofit organization, or
- ☐ a joint venture.

(b) If the bidder is a foreign entity, it operates as:

- ☐ an individual,
- ☐ a joint venture, or
- ☐ a corporation registered for business in \_\_\_\_\_  
(Country)

**K.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the bidder for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Bidder \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

Bidder \_\_\_\_ has \_\_\_\_ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Bidder \_\_\_\_ has \_\_\_\_ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed

sub-bidders. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt for the Mayor's order.)

**K.3 BUY AMERICAN CERTIFICATION**

The bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____	EXCLUDED END PRODUCTS
_____	COUNTRY OF ORIGIN

**K4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each Bidder shall check one of the following:

- \_\_\_\_\_ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.
- \_\_\_\_\_ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.
- \_\_\_\_\_
- \_\_\_\_\_

**K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

(a) Each signature of the bidder is considered to be a certification by the signatory that:

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to:
  - (i) those prices
  - (ii) the intention to submit a contract, or
  - (iii) the methods or factors used to calculate the prices in the contract.
- 2) The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and

- 3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature on the bid is considered to be a certification by the signatory that the signatory;
  - 1) Is the person in the bidder's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

---

**(insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's organization);**

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

## **K.6 TAX CERTIFICATION**

Each bidder must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Section J.1.3.

**K.7 WALSH-HEALEY ACT**

If this contract is for the manufacture of furnishing of materials, supplies articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contract Act, as amended (41 U.S.C. 35-45) (the Act, as used in this section), the following terms and conditions apply:

- (i) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (ii) All employees whose works relate to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2(41 U.S.C. 40). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (See 41 CFR 50-203.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. 214).

## **SECTION L**

### **INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**

#### **L.1 METHOD OF AWARD**

- L.1.1** The District contemplates award of a firm fixed price contract.
- L.1.2** The District intends, but is not obligated, to award a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest evaluated bid.
- L.1.3** The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

#### **L.2 PREPARATION AND SUBMISSION OF BIDS**

- L.2.1** Bidders shall submit a signed original and two (2) copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. DCKT-2007-B-0047"**
- L.2.2** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.
- L.2.3** The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.
- L.2.4** The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

#### **L.3 BID SUBMISSION DATE AND TIME**

Bids must be submitted no later than 2:00 p.m. local time on the date indicated on page one.

#### **L.4 WITHDRAWAL OR MODIFICATION OF BIDS**

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

#### **L.5 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

**L.5.1** Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; or
- b. The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

##### **L.5.2 Postmarks**

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

##### **L.5.3 Late Submissions**

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

##### **L.5.4 Late Modifications**

A late modification of a successful bid which makes its terms more favorable to the District will be considered at any time it is received and may be accepted.

### **L.5.5 Late Bids**

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

### **L.6 HAND DELIVERY OR MAILING OF BIDS**

DELIVER OR MAIL TO:

Office of Contracting and Procurement  
Bid Room (Reeves Center)  
2000 14<sup>th</sup> Street, N.W., 3<sup>rd</sup> Floor  
Washington, D. C. 20009

### **L.7 ERRORS IN BIDS**

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

### **L.8 QUESTIONS ABOUT THE SOLICITATION**

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder shall submit questions no later than 14 days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than 14 days before the date set for submission of bids. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

### **L.9 FAILURE TO SUBMIT BIDS**

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer, Office of Contracting and Procurement, Transportation and Specialty Equipment Commodity Group, 2000 14<sup>th</sup> Street, N.W., 6<sup>th</sup> Floor, Washington, D.C. 20009, (202) 671-2200, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office of Contracting and Procurement, Transportation and Specialty Equipment Commodity Group, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a



bid and does not notify the Contracting Officer, Office of Contracting and Procurement, Transportation and Specialty Equipment Commodity Group, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

## **L.10 BID PROTESTS**

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

## **L.11 SIGNING OF BIDS**

**L.11.1** The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

**L.11.2** All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

## **L.12 ACKNOWLEDGMENT OF AMENDMENTS**

The bidder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the

space provided for this purpose in Section A.14 of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

### **L.13 ACCEPTANCE PERIOD**

The bidder agrees that its bid remains valid for a period of 120 days from the solicitation's closing date.

### **L.14 LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

**L.14.1** Name, Address, Telephone Number, Federal tax identification number and DUNS Number of bidder;

**L.14.2** A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.14.3** If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

### **L.15 STANDARDS OF RESPONSIBILITY**

The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

**L.15.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

- L.15.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.15.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.15.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.15.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.15.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.15.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.15.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

**L.16    BRAND NAME OR EQUAL:**

As used in this chapter, the term “brand name” includes identification of products by make and model.

- A.    If items called for by this Invitation for Bids have been identified in the schedule by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bid offering “equal” products will be considered for award if such products are clearly identified in the bids and are determined by the government to be equal in all material respects to the brand name products referenced in the Invitation for Bids, in accordance with the salient characteristics in section C.

- B. Unless the bidder clearly indicates in his bid that he is offering an “equal” product, his bid shall be considered as offering a brand name product referenced in the Invitation for Bids.
- C. (1) If the bidder proposes to furnish an “equal” product, the brand name of the product to be furnished shall be inserted in the space provided in the Invitation for Bids, or such products shall be otherwise clearly identified in the bid.
- D. The evaluation of the bids and the determination as to equality of the product offered shall be the responsibility of the government and will be based on information furnished by the bidder or identified in his bid as well as other information reasonably available to the District. **CAUTION TO BIDDERS:** The District is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to the District.
- E. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his bid all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the District to (i) determine the product offered meets the requirements of the Invitation for Bids, and (ii) establish exactly what the bidder proposes to furnish and what the government would be binding itself to purchasing by making an award. The information furnished may include specific reference to information previously furnished or to information otherwise available to the District.
- F. If the bidder proposes to modify a product so as to make it conform to the requirements of the Invitation for Bids, he shall (i) include in his bid a clear description of such proposed modifications, and (ii) clearly mark any descriptive material to show the proposed modifications.
- G. Modification proposed after bid opening to make a product conform to a brand name product referenced in the Invitation for Bids will not be considered.

**L.17 REQUIREMENT FOR DESCRIPTIVE LITERATURE:**

- A. Descriptive literature must be furnished as a part of the bid and must be received before the time set for opening bids. The literature furnishes must be identified to show the items in the bid to which it pertains. The descriptive literature is required to establish, for the purpose of bid evaluation and award, details of the products the bidder proposes to furnish as to design, material, quality, construction and performance characteristics.

- B. Failure of descriptive literature to show that the product offered conforms to the specifications and other requirements of this invitation for bids will require rejection of the bid. Failure to furnish the descriptive literature by the time and date set for receipt of bids will require rejection of the bid, except that if the materials are transmitted by mail and is received late, it may be considered under the provision for considering late bids, as set forth in section L.5 of this invitation for bids.
- C. The Contracting Officer may waive the requirement for furnishing descriptive literature if either of the following occurs:
  - (1) The bidder states in the bid that the product being offered is the same as a product previously or currently being furnished to the District; or
  - (2) The Contracting Officer, on advice of technical personnel, determines that the product offered by the bidder complies with the specification requirements of the current invitation for bids.

**L.18 COMMERCIAL CATALOGS PRICE LISTS**

- L.18.1 The contractor shall submit to the Contracting Officer a copy of the documentation such as commercial catalogs price lists used to arrive at the established bid price upon request. The documentation will be the basis of award and all subsequent price adjustments.

## **SECTION M - EVALUATION FACTORS**

### **1. OPEN MARKET CLAUSES WITH NO SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)**

#### **M.1 PREFERENCES FOR LOCAL BUSINESSES, DISADVANTAGED BUSINESSES, RESIDENT-OWNED BUSINESSES, SMALL BUSINESSES, LONGTIME RESIDENT BUSINESSES, OR LOCAL BUSINESSES WITH PRINCIPAL OFFICES LOCATED IN AN ENTERPRISE ZONE**

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

##### **M.1.1 General Preferences**

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- M.1.1.1** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.1.1.2** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.1.1.3** Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.1.1.4** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.1.1.5** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an

enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

- M.1.1.6** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

**M.1.2 Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

- M.1.2.1** Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.1.2.2** Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.1.2.3** Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.1.2.4** Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.1.2.5** Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
- M.1.2.6** Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid

submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

**M.1.3 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

**M.1.4 Preferences for Certified Joint Ventures**

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

**M.1.5 Vendor Submission for Preferences**

**M.1.5.1** Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

**M.1.5.1.1** Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

**M.1.5.1.2** Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

**M.1.5.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: LSDBE Certification Program  
441 Fourth Street, N.W., Suite 970N  
Washington, DC 20001

**M.1.5.3** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.